

# **EXHIBIT “A”**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
GREENVILLE DIVISION

RANDY L. ADAMS, *et al.*,

*Plaintiffs,*

vs.

JOHN M. O'QUINN & ASSOCIATES, PLLC  
D/B/A THE O'QUINN LAW FIRM, *et al.*,

*Defendants.*

Civil Action No. 4:16-cv-071-GHD-JMV

**AFFIDAVIT OF CHRISTIAN A. STEED**

STATE OF TEXAS       §  
                              §  
COUNTY OF HARRIS   §

Before me, the undersigned authority, on this day personally appeared Christian A. Steed,  
who, after first being duly sworn by me, upon oath stated:

1. My name is Christian A. Steed. I am over the age of 21 years, and am fully competent to make this affidavit. I am a Texas-licensed attorney, and have been employed by John M. O'Quinn & Associates, P.L.L.C. d/b/a The O'Quinn Law Firm (referenced herein as the "O'Quinn Law Firm") as the Managing Attorney since 1995. The facts stated herein are within my personal knowledge and are true and correct.

2. I am a custodian of the litigation records of the O'Quinn Law Firm pertaining to the silicosis docket. The following records are power of attorneys and/or contingent fee contracts ("POAs") with the Plaintiffs relating to their silicosis litigation and the O'Quinn Law Firm. The list of the POAs are as follows:

- |                                |                             |
|--------------------------------|-----------------------------|
| 1. Randy L. Adams              | 8. Selmond Norals           |
| 2. David J. Amons              | 9. Randolph Perryman        |
| 3. Freddie Bolton, Jr.         | 10. Jean Y. Peyregne        |
| 4. Wiley Brooks                | 11. Willie J. McCoy         |
| 5. Clarence Edward Bryant, Sr. | 12. John Alexander Prine    |
| 6. Jessie L. Carter, Jr.       | 13. Larry Noble Sewell, Sr. |
| 7. Shurmon Chaffee             | 14. Luther Threet           |

15. Billy E. Dykes  
16. Charlie Harris, Jr.  
17. Walter L. McCoy

18. Louis Nevels  
19. Berdell Willis

3. The Plaintiffs' social security numbers and birth dates on the POAs have been redacted for privacy concerns and in compliance with FED. R. CIV. P. 5.2.

4. These records are kept by the O'Quinn Law Firm in the regular course of business, and it was the regular course of business of the O'Quinn Law Firm for an employee or representative of the O'Quinn Law Firm, with knowledge of the act, event, condition, opinion, or diagnosis that was recorded, to maintain these records or to transmit the information to be included in these records. These records were made at or near the time or reasonably soon after the act, event, condition, opinion, or diagnosis that was recorded. The records contained herein are true and correct copies of the originals.

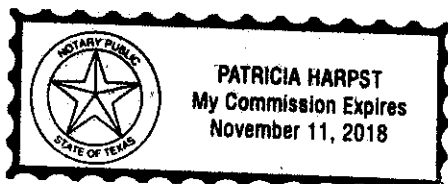
*Chns AS*

Christian A. Steed

SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of June, 2016

*Patricia Harpst*

Notary Public in and for the State of Texas



20072-3058

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Randy L. Adams

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and  
Contingent Fee Contract - Page 1

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R.L.A.  
Initials

ADAMS\_RANDY\_L\_00025

## II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.



Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

Power of Attorney and  
Contingent Fee Contract - Page 7

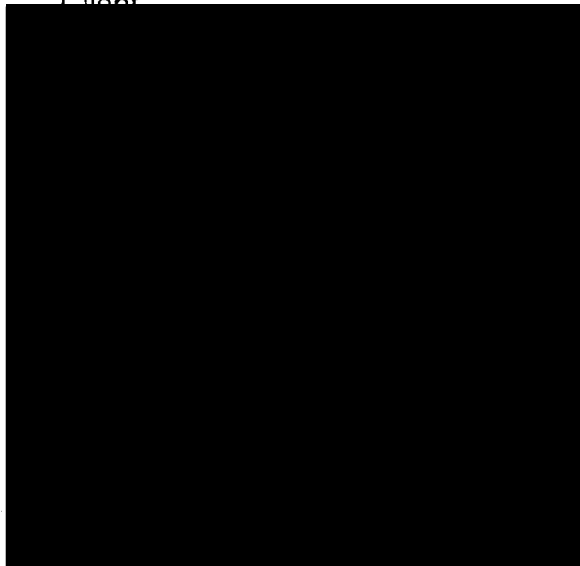
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I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27 day of Sept, 2002

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Randy S. Adams  
Client



John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

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SEP 27 2002

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

RLA  
Initials

ADAMS\_RANDY\_L\_00032

20072-3088  
THIS CONTRACT IS SUBJECT TO ARBITRATION  
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THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, DAVID J AMONS

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

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O'QUINN, LAMNACK & PIRTLE

DJA  
Initials

## **II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

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be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

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8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.



Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

#### **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

#### **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27 day of Sept, 2002

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

David J. Amos  
Client

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

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SEP 27 2002

O'QUINN, LAIBINACK & PIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

Notary Public in and for the State of Texas

My commission expires:

Printed/typed name of Notary

20078-3059

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THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

---

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Freddie Bolton

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referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

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O'QUINN, LAMARCA & ASSOCIATES

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27 day of Sept, 2002.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Freddie Bolton

Client

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

RECEIVED BY

SEP 27 2002

O'QUINN, LAMINACK & PIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

Notary Public in and for the State of Texas

My commission expires:

Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

FB  
Initials

BOLTON\_FREDDIE\_00020

20072-4137

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client, \_\_\_\_\_

Wiley Brooks

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

## **II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

40% of any settlement or recovery

## **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

  
Initials



I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

  
Client

John M. O'Quinn & Associates, L.L.P.

By: 

Printed Name of Attorney:

**STATE OF TEXAS, COUNTY OF HARRIS**

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

  
Initials

20072-3063  
THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, CLARENCE BRYANT, Sr.

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and  
Contingent Fee Contract - Page 1

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SEP 27 2002

O'QUINN, LAMNACK & PIRTLE

C.B.  
Initials

## II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3% of any settlement or recovery made before suit is filed thereon;  
40% of any settlement or recovery made after suit is filed;  
45% of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.



I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27 day of Sept, 2002.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

CLARENCE BRYANT, Sr.  
Client

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

RECEIVED BY  
SEP 27 2002  
O'QUINN, LAMIRACK & FIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

CB  
Initials

20072-3786

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client,  
Jessie L. Carter, Jr. referred  
collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN &  
ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as  
follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all  
damages and compensation to which the Client may be entitled as well as to compromise and settle  
all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY  
OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited  
to specific persons and/or companies named as Clients, and that Attorneys are not representing or  
expected to represent any other person or entity not named herein as a Client. It is expressly  
agreed and understood that Attorneys' obligations are limited to representing Client in the specific  
matters described herein, and Client's do not expect Attorneys to do anything else.

**II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by  
Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest  
in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services  
and said contingent attorneys' fee will be figured on the total net recovery or settlement.

**RECEIVED BY**

SEP 19 2002

Power of Attorney and  
Contingent Fee Contract - Page 1

O'QUINN, LAMINACK & PIRTLE

JC  
Initials

### **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may

withdraw from further representation of Client by sending written notice to Client's last known address.

#### **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

#### **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case.

Such withdrawal will be effective by mailing written notice to Client's last known address.

### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may

seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

#### **XII. PARTIES BOUND**

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**XIII. LEGAL CONSTRUCTION**

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14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Jessie Carter Jr  
Client

John M. O'Quinn & Associates, L.L.P.

By: *MM TK*

\_\_\_\_\_  
Printed Name of Attorney

Stacie F. Taylor, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Attorney

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, to witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

My commission expires: **RECEIVED BY**

**SEP 19 2002**

\_\_\_\_\_  
Printed/typed name of Notary

O'QUINN, LAMINACK & PIRTLE



2007-3071

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THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

---

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, \_\_\_\_\_

Shurmon Chaffee

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

Power of Attorney and  
Contingent Fee Contract - Page 1

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O'QUINN, LAMINACK & RYDLE

S.C.  
Initials

CHAFFEE\_SHURMON\_00046

## II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27<sup>th</sup> day of Sept, 2002.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Shurmon Chaffee

John M. O'Quinn & Associates, L.L.P.

By: 

Printed Name of Attorney:

RECEIVED BY

SEP 27 2002

O'QUINN, LAMINACK & PIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

SC  
Initials

CHAFFEE\_SHURMON\_00053



20072-3084

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client, Zadie S. Dykes, as Representative of the Estate of Billy Dykes referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

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## **II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 18 day of June, 2003

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

Zadie Dykes  
Client Signature

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

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JUN 27 2003

O'QUINN, LAMINACK & PIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

\_\_\_\_\_  
Initials

DYKES\_BILLY\_E\_00020



20672-3647

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client,  
Charlie Harris, Jr. referred  
collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN &  
ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as  
follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all  
damages and compensation to which the Client may be entitled as well as to compromise and settle  
all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY  
OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited  
to specific persons and/or companies named as Clients, and that Attorneys are not representing or  
expected to represent any other person or entity not named herein as a Client. It is expressly  
agreed and understood that Attorneys' obligations are limited to representing Client in the specific  
matters described herein, and Client's do not expect Attorneys to do anything else.

**II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by  
Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest  
in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services  
and said contingent attorneys' fee will be figured on the total net recovery or settlement.

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O'QUINN, LAMINACK & PIRTLE

### **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may

withdraw from further representation of Client by sending written notice to Client's last known address.

#### **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

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7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case.

Such withdrawal will be effective by mailing written notice to Client's last known address.

**VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

**IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

**X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may

seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

#### **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

**XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Charlie Harris  
Client

John M. O'Quinn & Associates, L.L.P.

By: MLK

\_\_\_\_\_  
Printed Name of Attorney

Stacie F. Taylor, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Attorney

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

My commission expires: \_\_\_\_\_

RECEIVED BY  
SEP 19 2002  
O'QUINN, LAMINACK & PIRTLE

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 7

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Initials

20072-3127

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Walter M. McCoy

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

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O'QUINN, LAMMACK & MITCHELL

Power of Attorney and  
Contingent Fee Contract - Page 1

W.M.  
Initials



3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## VI. DEDUCTION OF EXPENSES

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27<sup>th</sup> day of September, 2002

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Walter McCoy  
Client

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

RECEIVED BY

SEP 27 2002

O'QUINN, LAMINACK & PIRTLE

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

WM  
Initials

20072-2126

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client, Willie J. McCoy

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED  
SEP 27 2002  
O'QUINN, L.L.P.

W. McCoy  
Initials

## II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.



3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

## **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

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8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

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#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

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## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 27 day of Sept, 2002

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Willie J. McCoy  
Client

John M. O'Quinn & Associates, L.L.P.

By: [Signature]

Printed Name of Attorney:

RECEIVED  
SEP 27 2002  
O'QUINN, L.L.P.

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

[Signature]  
Initials

20072-4329

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**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

---

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client, Louis Nevels

---

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P., hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

RECEIVED BY

JUL 1 2003

LOUIS NEVELS

*L.N.*  
Initials

## **II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorney's fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.



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6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

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#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

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14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this 18 day of April, 2013

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Gene Nevels  
Client Signature

John M. O'Quinn & Associates, L.L.P.

By: 

Printed Name of Attorney:

**STATE OF TEXAS, COUNTY OF HARRIS**

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

J.D.  
Initials

20072-3649

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client,  
Selmond Norals referred  
collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN &  
ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS DUST EXPOSURE.**

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**II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorney, Client does hereby assign, grant and convey to Attorney a 40% present undivided interest in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorneys' fee will be figured on the total net recovery or settlement.

Power of Attorney and  
Contingent Fee Contract - Page 1

RECEIVED BY  
SEP 19 2002  
O'QUINN, LAMINACK & PIRTLE

SIN  
Initials

### **III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

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withdraw from further representation of Client by sending written notice to Client's last known address.

#### **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

#### **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case.

Such withdrawal will be effective by mailing written notice to Client's last known address.

**VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and that Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself nor Stacie F. Taylor herself is personally undertaking the representation of Client by virtue of this contract.

**IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

**X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may

seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

#### **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

**XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Salmon Norals  
Client

John M. O'Quinn & Associates, L.L.P.

By: 

\_\_\_\_\_  
Printed Name of Attorney

Stacie F. Taylor, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Attorney

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness my hand and official seal of office.

My commission expires: \_\_\_\_\_

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SEP 19 2002  
O'QUINN, LAMINACK & PIRTLE

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

\_\_\_\_\_  
Printed/typed name of Notary

200722577

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client,

Randolph Perryman

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS EXPOSURE.**

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to

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O'QUINN, LAMINACK & PIRTLE *R. P*

Power of Attorney and  
Contingent Fee Contract - Page 1

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Initials

PERRYMAN\_RANDOLPH\_00023

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

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2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
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## **III. ASSIGNMENT OF INTEREST**

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3.02 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay the attorneys' fees which will be figured on the present value of the total settlement including the present value of future payments; such discounting will be computed at a market discount rate.

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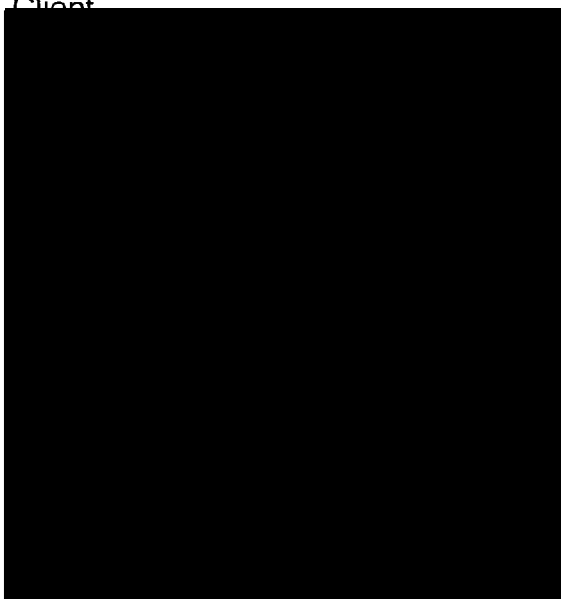
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Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

Randolph Perryman  
Client



MM JK

for John M. O'Quinn & Associates, L.L.P.

for Stacie F. Taylor, LLC

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SEP 01 2002

O'QUINN, LAMINACK & PIRTLE

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

\_\_\_\_\_, SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 to witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

00071-2573

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UNDER THE FEDERAL ARBITRATION ACT AND  
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---

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client,

Jean Y. Peyregne

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O'QUINN, LAMINACK & ASSOCIATES

J.P.  
Initials

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## **II. ATTORNEYS' FEES**

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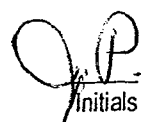
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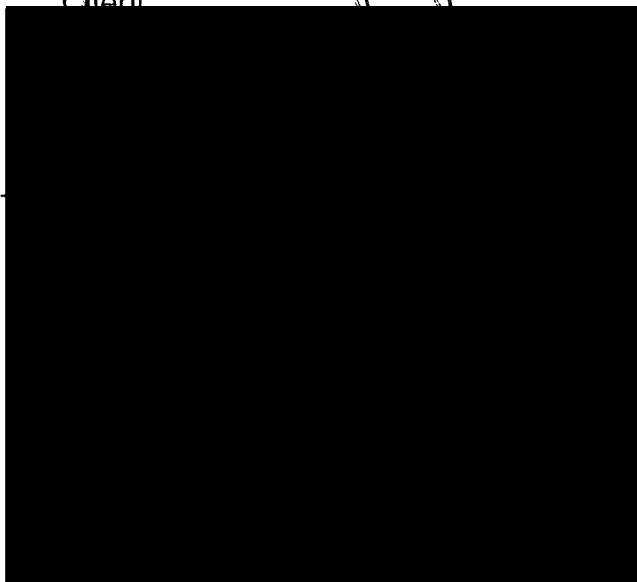
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Jean Peyregne  
Client



JK

for John M. O'Quinn & Associates, L.L.P.

for Stacie F. Taylor, LLC

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SEP 01 2002  
O'QUINN, LAWYERS

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 to witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

J.P.  
Initials

20072-2568

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AND CONTINGENT FEE CONTRACT**

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John A. Prine

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6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorneys fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## VII. COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys and Stacie F. Taylor, LLC is a limited liability company. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself and/or Stacie F. Taylor herself not personally undertaking the representation of Client by virtue of this contract.

### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claim or demands

against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses

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## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

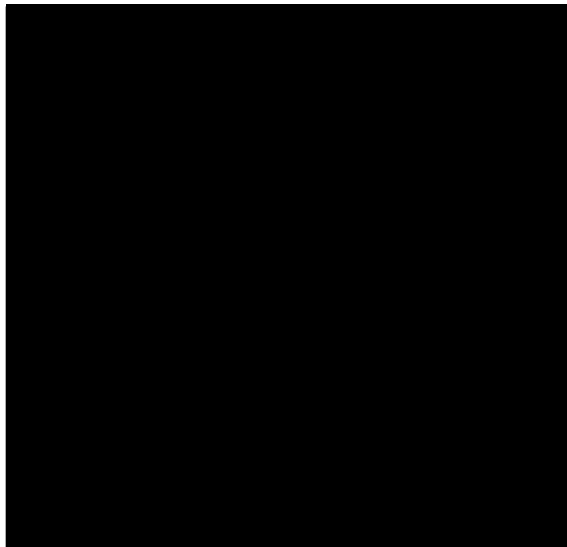
**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

John A. Quinn  
Client

John M. O'Quinn

for John M. O'Quinn & Associates, L.L.P.

for Stacie F. Taylor, LLC



560

RECEIVED BY  
SEP 01 2002  
O'QUINN, LAMINACK & ASSOCIATES

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 to witness my hand  
and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Mississippi

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

JAP  
Initials

20072-2567

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT

This agreement is made between Client,

Larry N. Sewell

referred collectively to as "Client" and the Limited Liability Partnership of JOHN M. O'QUINN & ASSOCIATES, L.L.P. and STACIE F. TAYLOR, LLC, hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICOSIS EXPOSURE.

1.02 It is specifically agreed and understood that Attorneys representation is limited to specific persons and/or companies named as Clients, and that Attorneys are not representing or expected to represent any other person or entity not named herein as a Client. It is expressly agreed and understood that Attorneys' obligations are limited to

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O'QUINN, LAMINAUGH & PHILLIPS

LNS  
Initials

representing Client in the specific matters described herein, and Client's do not expect Attorneys to do anything else.

## II. ATTORNEYS' FEES

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorneys' services and said contingent attorneys' fee will be figured on the total net recovery or settlement:

33-1/3%	of any settlement or recovery made before suit is filed thereon;
40%	of any settlement or recovery made after suit is filed;
45%	of any settlement or recovery made after a notice of appeal has been given or an appeal bond has been filed.

## III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentage set out in Paragraph 2.

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3.03 All sums due and to become due are payable at the office of John M. O'Quinn in Harris County, Texas.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the consultation of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and facts applicable to his claim on a continuing basis and should Attorneys learn something which, in the opinion of the Attorneys, makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.



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against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the recovery for the costs incurred for these extra services. Unlike the litigation expenses

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14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.


I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

  
Client



  
for John M. O'Quinn & Associates, L.L.P.

for Stacie F. Taylor, LLC

RECEIVED BY  
SEP 01 2002  
O'QUINN, LAMINACK & ASSOCIATES

STATE OF MISSISSIPPI, COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 to witness my hand and official seal of office.

Notary Public in and for the State of Mississippi

My commission expires:

Printed/typed name of Notary

20072-0914

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UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE**

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client, \_\_\_\_\_

Luther Threet

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1.01 The Client hereby retains and employs Attorneys to sue for and recover all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of **ALL INJURIES AND DAMAGES RELATED TO SILICOSIS AND/OR ANY OTHER TYPE OF INJURY DERIVED FROM SILICA DUST EXPOSURE.**

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O'QUINN, LEWINACK & PIRTLE

*L.T.*

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45% of any settlement or recovery.

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L.T.

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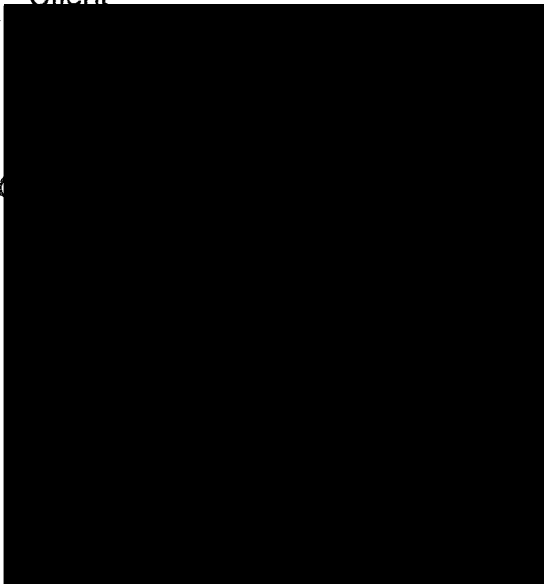
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I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE TEXAS GENERAL ARBITRATION STATUTE**

Luther Threet  
Client



Attorney *MM LK*

Attorney \_\_\_\_\_

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

RECEIVED BY

\_\_\_\_\_  
Printed/typed name of Notary

FEB 09 2002

Power of Attorney and  
Contingent Fee Contract - Page 8

O'QUINN, CARMACK & PIRTLE

\_\_\_\_\_  
Initials

20072-2360

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

**POWER OF ATTORNEY  
AND CONTINGENT FEE CONTRACT**

This agreement is made between Client, \_\_\_\_\_

Berdel/ Willis

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Power of Attorney and  
Contingent Fee Contract - Page 1

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JUN 22 2002  
O'QUINN, LAMINACK & PIRTLE

B.W.  
Initials

WILLIS\_BERDELL\_0124

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5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.



## **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorneys have paid or incurred in connection with handling Client's claim or suit, including a share of certain common expenses for things being done for the benefit of this case and other Silicosis Dust Exposure cases being handled by Attorneys. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. The attorney fees will be figured on the total recovery or settlement after deducting the Court costs and litigation expenses reimbursed to Attorneys ("total net recovery or settlement" as used above). If Attorneys do not obtain for Client a settlement or recovery, then the Client will not pay any fees or expenses.

## **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to

be involved in this case. Such withdrawal will be effective by mailing written notice to Client's last known address.

#### **VIII. ASSOCIATION OF OTHER ATTORNEYS**

8. Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that John M. O'Quinn & Associates, L.L.P., is a limited liability partnership with a number of attorneys. Various of those attorneys may work on Client's case, and Client agrees that John M. O'Quinn himself is not personally undertaking the representation of Client by virtue of this contract.

#### **IX. TEXAS LAW TO APPLY**

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas.

#### **X. ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association.

Client shall not file a class action against Attorneys or seek to assert any claim or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph X. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

#### **XI. BANKRUPTCY PROVISIONS**

11. Client represents to Attorneys that he or she is not presently filing, nor contemplating filing, for protection under the United States Bankruptcy Code. Client agrees that in the event he or she files a petition in bankruptcy, Attorneys will be promptly notified of any such event and that the lawsuit or cause of action covered by this Power of Attorney and Contingent Fee Contract will be properly scheduled as an asset by the Client in accordance with the Bankruptcy Code and its rules of procedure. Because a bankruptcy filing by Client could require Attorneys to engage special counsel or to otherwise perform legal services in addition to those services for which Attorneys were retained under this Power of Attorney and Contingent Fee Contract (e.g. special retentions by Client or Trustee; issues relating to waiver of privilege and assumption of executory contracts; application and payment of attorney's fees and approval of settlements; etc.), Client agrees that Attorneys shall be fully reimbursed by Client, or reimbursed out of Client's share of the

recovery for the costs incurred for these extra services. Unlike the litigation expenses referenced in Section VI above, Client agrees that any costs incurred by Attorneys in connection with a bankruptcy proceeding will be paid out of Client's share of the recovery. Client expressly consents to Attorneys retaining such other special counsel and/or incurring such costs as reasonably necessary to address additional matters in bankruptcy as raised herein and such retention shall be considered a cost to be deducted from Client's share of the recovery.

## **XII. PARTIES BOUND**

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

## **XIII. LEGAL CONSTRUCTION**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XIV. PRIOR AGREEMENTS SUPERSEDED**

14. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE TEXAS GENERAL ARBITRATION STATUTE

X Berdell Willis  
Client

John M. O'Quinn & Associates, L.L.P.

By: *MM HK*

Printed Name of Attorney:

RECEIVED BY  
JUN 22 2002  
O'QUINN, LAMINACK

STATE OF TEXAS, COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO BEFORE ME, by the said  
\_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to witness  
my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

Power of Attorney and  
Contingent Fee Contract - Page 8

B.W.  
Initials

WILLIS\_BERDELL\_0131